## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5668048

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PATENT SECURITY AGREEMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
SCIQUEST, INC.	08/14/2019

### **RECEIVING PARTY DATA**

Name:	UBS AG, STAMFORD BRANCH, AS FIRST LIEN COLLATERAL AGENT
Street Address:	600 WASHINGTON BLVD.
Internal Address:	9TH FLOOR
City:	STAMFORD
State/Country:	CONNECTICUT
Postal Code:	06901

#### **PROPERTY NUMBERS Total: 47**

Property Type	Number
Patent Number:	6944613
Patent Number:	8930244
Patent Number:	8359245
Patent Number:	8065189
Patent Number:	8065202
Patent Number:	8694429
Patent Number:	8112317
Patent Number:	8285573
Patent Number:	8069096
Patent Number:	8756117
Patent Number:	9245291
Patent Number:	8635123
Patent Number:	9245289
Patent Number:	7587377
Patent Number:	8515814
Patent Number:	8494935
Patent Number:	8732047
Patent Number:	7353191
Patent Number:	7475035

PATENT REEL: 050049 FRAME: 0688

505621246

Property Type	Number
Patent Number:	7487124
Patent Number:	7844540
Patent Number:	7835980
Patent Number:	7305363
Patent Number:	7716110
Patent Number:	7640189
Patent Number:	7716101
Patent Number:	7783529
Patent Number:	8060433
Patent Number:	7742971
Patent Number:	7610236
Patent Number:	7499880
Patent Number:	7577589
Patent Number:	8165921
Patent Number:	8190489
Patent Number:	8190490
Patent Number:	8195524
Patent Number:	7010505
Patent Number:	6272473
Application Number:	14307485
Application Number:	14248325
Application Number:	10400246
Application Number:	10400285
Application Number:	11396410
Application Number:	11805087
Application Number:	11881737
Application Number:	13944932
Application Number:	13949472

#### **CORRESPONDENCE DATA**

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 800-494-5225

**Email:** ipteam@cogencyglobal.com

Correspondent Name: STEWART WALSH

Address Line 1: 1025 VERMONT AVE NW, STE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1118571 PAT				
NAME OF SUBMITTER: CHRISTIAN CRAFT					
SIGNATURE:	/Christian Craft/				
<b>DATE SIGNED:</b> 08/14/2019					
Total Attachments: 8 source=Jumpman - First Lien IP Security Agreement - Patents [executed]#page2.tif source=Jumpman - First Lien IP Security Agreement - Patents [executed]#page3.tif					

source=Jumpman - First Lien IP Security Agreement - Patents [executed]#page3.tif source=Jumpman - First Lien IP Security Agreement - Patents [executed]#page4.tif source=Jumpman - First Lien IP Security Agreement - Patents [executed]#page5.tif source=Jumpman - First Lien IP Security Agreement - Patents [executed]#page6.tif source=Jumpman - First Lien IP Security Agreement - Patents [executed]#page7.tif source=Jumpman - First Lien IP Security Agreement - Patents [executed]#page8.tif source=Jumpman - First Lien IP Security Agreement - Patents [executed]#page8.tif

#### **Patent Security Agreement**

PATENT SHORT FORM SECURITY AGREEMENT dated as of August 14, 2019 (this "**Agreement**"), among SciQuest, Inc., a Delaware corporation (the "**Grantor**") and UBS AG, Stamford Branch, as First Lien Collateral Agent (in such capacity, together with its successors and assigns, the "**First Lien Collateral Agent**").

WHEREAS, S2P Acquisition MiddleCo, Inc., a Delaware corporation ("Holdings"), S2P Acquisition Borrower, Inc., a Delaware corporation (the "Borrower"), the Lenders party thereto, UBS AG, Stamford Branch, as Administrative Agent (together with its successors and assigns, the "Administrative Agent"), and the other parties from time to time party thereto have entered into the First Lien Credit Agreement dated as of August 14, 2019 (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement conditioned upon, among other things, the execution and delivery of this Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor executed that First Lien Security Agreement (as amended, amended and restated, extended, refinanced, replaced, supplemented or otherwise modified from time to time, the "Security Agreement") dated as of August 14, 2019, among Holdings, the Borrower, the other Subsidiary Parties named therein and the First Lien Collateral Agent pursuant to which the Grantor is required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and in order to induce the Lenders to make the Loans under the Credit Agreement and to induce the issuance of the Letters of Credit under the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby makes covenants and agrees with the First Lien Collateral Agent for the benefit of the Secured Creditors as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.04 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, including the Guaranty, the Grantor, pursuant to the Security Agreement, hereby grants to the First Lien Collateral Agent, its successors and assigns, for the benefit of the Secured Creditors, a security interest in all right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter during the term of the Credit Agreement acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent Collateral"):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any jurisdiction, including those listed on Schedule I, and

#92349090v4

- (b) all reissues, continuations, divisions, continuations-in-part, reexaminations, renewals or extensions of any of the foregoing, and the inventions disclosed or claimed in any of the foregoing, including the right to make, have made, import, use, offer to sell and/or sell the inventions disclosed or claimed in any of the foregoing, together with
- (c) any and all (i) rights to sue or otherwise recover for past, present or future infringements or other violations of any of the foregoing and (ii) rights corresponding to any of the foregoing throughout the world.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The security interests granted to the First Lien Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the First Lien Collateral Agent pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of the First Lien Collateral Agent with respect to the Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Recordation</u>. The Grantor hereby authorizes and requests that the United States Patent and Trademark Office record this Agreement.

SECTION 5. <u>Applicable Law</u>. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement.

[Remainder of the page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SCIQUEST, INC.,

as Grantor

By:

Name: Robert Bonavito

Title: President and Chief Executive

Officer

# UBS AG, STAMFORD BRANCH,

as First Lien Collateral Agent

By:

Name:

Kenneth Chin Director

Title:

Director Banking Products Services, US

By:

Name Title:

Darlene Arias Director

[Signature Page to Patent Security Agreement]

Schedule I

<u>United States Patents and Pending Patent Applications</u>

		Patent No.	Issue Date	
<u>Title</u>	<u>Jurisdiction</u>			<u>Owner</u>
METHOD AND GUGTEM FOR	TT 1. 1	(App. No.)	(Fil. Date)	COLOTIECE
METHOD AND SYSTEM FOR	United	6,944,613	13-Sep-2005	SCIQUEST, INC.
CREATING A DATABASE AND SEARCHING THE DATABASE	States	(10/318,814)	(13-Dec-2002)	INC.
FOR ALLOWING MULTIPLE				
CUSTOMIZED VIEWS	TT '4 1	9.020.244	06-Jan-2015	SCIQUEST,
METHOD, MEDIUM, AND SYSTEM FOR PROCESSING	United	8,930,244 (12/007,815)		INC.
REQUISITIONS	States	(12/007,813)	(15-Jan-2008)	INC.
TAXONOMY AND DATA	TT '4 1	8,359,245	22-Jan-2013	SCIQUEST,
STRUCTURE FOR AN	United			INC.
l .	States	(12/283,276)	(09-Sep-2008)	INC.
ELECTRONIC PROCUREMENT SYSTEM				
METHOD, MEDIUM, AND	TT '4 1	8,065,189	22-Nov-2011	SCIQUEST,
	United			INC.
SYSTEM FOR AUTOMATICALLY MOVING	States	(12/283,275)	(09-Sep-2008)	INC.
ITEMS FROM A FIRST				
SHOPPING CART TO A				
SECOND SHOPPING CART				
FORM MANAGEMENT IN AN	United	8,065,202	22-Nov-2011	SCIQUEST,
ELECTRONIC PROCUREMENT	_	(12/283,280)	(09-Sep-2008)	INC.
SYSTEM	States	(12/203,200)	(03-3cp-2008)	INC.
IDENTIFYING AND	United	8,694,429	08-Apr-2014	SCIQUEST,
RESOLVING DISCREPANCIES		(12/283,277)	(09-Sep-2008)	INC.
BETWEEN PURCHASE	States	(12/203,277)	(0) Sep 2000)	Inte.
DOCUMENTS AND INVOICES				
PROVIDING SUBSTITUTE	United	8,112,317	07-Feb-2012	SCIQUEST,
ITEMS WHEN ORDERED ITEM		(12/283,278)	(09-Sep-2008)	INC.
IS UNAVAILABLE	States	(12/205,270)	(0) Sep 2000)	H.O.
PRIORITIZING	United	8,285,573	09-Oct-2012	SCIQUEST,
ORDERS/RECEIPT OF ITEMS	_	(12/283,281)	(09-Sep-2008)	INC.
BETWEEN USERS	States	(12,200,201)	(0) Sep 2000)	
MULTI-CONSTITUENT	United	8,069,096	29-Nov-2011	SCIQUEST,
ATTRIBUTION OF A	States	(12/286,508)	(29-Sep-2008)	INC.
VENDOR'S PRODUCT	States	(	(== ==================================	
CATALOG				
SKU BASED CONTRACT	United	8,756,117	17-Jun-2014	SCIQUEST,
MANAGEMENT IN AN	States	(12/286,506)	(29-Sep-2008)	INC.
ELECTRONIC PROCUREMENT	States	-,/	\	
SYSTEM				
METHOD, MEDIUM, AND	United	9,245,291	26-Jan-2016	SCIQUEST,
SYSTEM FOR PURCHASE	States	(12/286,507)	(29-Sep-2008)	INC.
REQUISITION IMPORTATION	States			
SYSTEMS AND METHODS	United	8,635,123	21-Jan-2014	SCIQUEST,
FOR MANAGING SUPPLIER	States	(13/088,235)	(15-Apr-2011)	INC.
INFORMATION BETWEEN AN	States	, , ,		
ELECTRONIC PROCUREMENT				
SYSTEM AND BUYERS'				
SUPPLIER MANAGEMENT				

#92349090v4

	1			
<u>Title</u>	Jurisdiction	Patent No.	Issue Date	Owner
2.110.7	<u> </u>	(App. No.)	(Fil. Date)	<del>-2.111111</del>
SYSTEMS				
TAXONOMY AND DATA	United	9,245,289	26-Jan-2016	SCIQUEST,
STRUCTURE FOR AN	States	(13/747,396)	(22-Jan-2013)	INC.
ELECTRONIC PROCUREMENT	States			
SYSTEM				
METHOD OF SCORING AND	United	7,587,377	08-Sep-2009	SCIQUEST,
AUTOMATICALLY	States	(11/555,583)	(01-Nov-2006)	INC.
QUALIFYING SEARCH	States	, , , , ,		
RESULTS BASED ON A PRE-				
DEFINED SCORING MATRIX				
RELATING TO A				
KNOWLEDGE DOMAIN OF				
THIRD-PARTIES INVOKING A				
RULE CONSTRUCTION TOOL				
TO CONSTRUCT SCORING				
RULES TO ANSWERS FOR				
QUESTIONS WITHIN THE				
KNOWLEDGE				
AUTOMATED CHANNEL	United	8,515,814	20-Aug-2013	SCIQUEST,
ABSTRACTION FOR	States	(12/616,217)	(11-Nov-2009)	INC.
ADVERTISING AUCTIONS	States	, ,	,	
SYSTEM AND METHOD FOR	United	8,494,935	23-Jul-2013	SCIQUEST,
PAYMENT RECONCILIATION	States	(12/605,552)	(26-Oct-2009)	INC.
AGAINST EXPRESSIVE	States	(12,000,002)	(20 010 200)	11.0.
CONTRACTS				
SYSTEM AND METHOD FOR	United	8,732,047	20-May-2014	SCIQUEST,
CONTRACT EXECUTION		(12/605,575)	(26-Oct-2009)	INC.
AGAINST EXPRESSIVE	States	(12,000,070)	(20 010 200)	11.0.
CONTRACTS				
METHOD AND APPARATUS	United	7,353,191	01-Apr-2008	SCIQUEST,
FOR SELECTING A		(11/065,333)	(24-Feb-2005)	INC.
DESIRABLE ALLOCATION OF	States	(11,000,000)	(21100 2003)	nve.
BIDS IN A COMBINATORIAL				
EXCHANGE SETTING				
BIDDING LANGUAGE FOR	United	7,475,035	06-Jan-2009	SCIQUEST,
COMBINATORIAL AUCTIONS		(10/211,771)	(02-Aug-2002)	INC.
AND METHOD OF USE	States	(10/211,//1)	(02 1148 2002)	1.0.
THEREOF				
METHOD AND APPARATUS	United	7,487,124	03-Feb-2009	SCIQUEST,
FOR SOLVING CONCISELY		(10/618,238)	(11-Jul-2003)	INC.
EXPRESSED	States	(10/010,230)	(11 <b>Jul</b> 2003)	n.c.
COMBINATORIAL AUCTION				
PROBLEMS				
CONCISELY EXPRESSED	United	7,844,540	30-Nov-2010	SCIQUEST,
CONCISELT EAFRESSED  COMBINATORIAL AUCTION		(12/262,586)	(31-Oct-2008)	INC.
PROBLEM SOLVING METHOD	States	(12/202,300)	(31-001-2000)	III.
CONCISELY EXPRESSED	United	7,835,980	16-Nov-2010	SCIQUEST,
CONCISELY EXPRESSED  COMBINATORIAL AUCTION	United	(12/334,989)	(15-Dec-2008)	INC.
	States	(14/334,707)	(13-DEC-2000)	INC.
PROBLEM SOLVING METHOD METHOD FOR OPTIMAL	TT	7,305,363	04-Dec-2007	CCIOITECT
	United	, ,		SCIQUEST,
WINNER DETERMINATION IN	States	(09/789,480)	(20-Feb-2001)	INC.
COMBINATORIAL AUCTIONS				

TEV.1	T . 12	Patent No.	Issue Date	
<u>Title</u>	<u>Jurisdiction</u>	(App. No.)	(Fil. Date)	<u>Owner</u>
BRANCH ON BID SEARCHING		7,716,110	11-May-2010	SCIQUEST,
METHOD AND APPARATUS		(10/410,859)	(10-Apr-2003)	INC.
COMBINATORIAL AUCTION	United	7,640,189	29-Dec-2009	SCIQUEST,
BRANCH ON BID SEARCHING	States	(10/411,879)	(10-Apr-2003)	INC.
METHOD AND APPARATUS				
METHOD FOR OPTIMAL	United	7,716,101	11-May-2010	SCIQUEST,
WINNER DETERMINATION IN	States	(11/712,196)	(28-Feb-2007)	INC.
COMBINATORIAL AUCTIONS				
MARKET CLEARABILITY IN	United	7,783,529	24-Aug-2010	SCIQUEST,
COMBINATORIAL AUCTIONS	States	(10/410,876)	910-Apr-2003)	INC.
AND EXCHANGES		0.060.422	15 31 2011	COLOTHERA
METHOD OF DETERMINING	United	8,060,433	15-Nov-2011	SCIQUEST,
AN EXCHANGE ALLOCATION	States	(11/649,082)	(03-Jan-2007)	INC.
THAT PROMOTES TRUTHFUL BIDDING AND IMPROVES				
THE OBTAINMENT OF				
EXCHANGE OBJECTIVES				
PREFERENCE ELICITATION IN	United	7,742,971	22-Jun-2010	SCIQUEST,
COMBINATORIAL AUCTIONS		(10/412,643)	(10-Apr-2003)	INC.
COMBINATORIAL AUCTIONS	States	(10/412,043)	(10-Apr-2003)	inc.
METHOD AND APPARATUS	United	7,610,236	27-Oct-2009	SCIQUEST,
FOR FORMING EXPRESSIVE	States	(10/254,241)	(25-Sep-2002)	INC.
COMBINATORIAL AUCTIONS	States			
AND EXCHANGES				
DYNAMIC EXCHANGE	United	7,499,880	03-Mar-2009	SCIQUEST,
METHOD AND APPARATUS	States	(10/803,549)	(18-Mar-2004)	INC.
METHOD AND APPARATUS	United	7,577,589	18-Aug-2009	SCIQUEST,
FOR CONDUCTING A		(10/997,765)	(24-Nov-2004)	INC.
DYNAMIC EXCHANGE	States	(10/33/,/00)	(= 1 1 1 0 1 2 0 0 1)	
DYNAMIC EXCHANGE	United	8,165,921	24-Apr-2012	SCIQUEST,
METHOD AND APPARATUS	States	(12/368,354)	(10-Feb-2009)	INC.
PIP MODUFICATION PAGED		0.100.100	20.14 2012	a arounda
BID MODIFICATION BASED	United	8,190,489	29-May-2012	SCIQUEST,
ON LOGICAL CONNECTIONS	States	(12/504,262)	(16-Jul-2009)	INC.
BETWEEN TRIGGER GROUPS				
IN A COMBINATORIAL EXCHANGE				
	TT	9 100 400	20 May 2012	SCIOUEST
· · · · · · · · · · · · · · · · · · ·	States	(12/300,129)	(23 <b>-3</b> u1-2009)	INC.
	United	8,195,524	05-Jun-2012	SCIOUEST
	States	(12,000,110)	(2. 541 200)	
	United	7,010,505	07-Mar-2006	SCIOUEST.
	States	(		
	United	6,272,473	7-Aug-2001	SCIQUEST.
EMBODIED DATA	States	(09/179,659)	(27-Oct-1998)	INC.
	piaco		l ` ′	1
OVERCONSTRAINT DETECTION, RULE RELAXATION AND DEMAND REDUCTION IN A COMBINATORIAL EXCHANGE ITEMS RATIO BASED PRICE / DISCOUNT ADJUSTMENT IN A COMBINATORIAL AUCTION METHOD OF SELECTING ONE OR MORE BIDS IN A COMBINATORIAL AUCTION METHOD, APPARATUS, AND	United States  United States  United States  United States  United	8,190,490 (12/508,129) 8,195,524 (12/509,715) 7,010,505 (09/918,164) 6,272,473	29-May-2012 (23-Jul-2009) 05-Jun-2012 (27-Jul-2009) 07-Mar-2006 (30-Jul-2001) 7-Aug-2001	SCIQUEST, INC.  SCIQUEST, INC.  SCIQUEST, INC.

<u>Title</u>	Jurisdiction	Patent No. (App. No.)	Issue Date (Fil. Date)	<u>Owner</u>
ANYTIME WINNER DETERMINATION IN COMBINATORIAL AUCTION- TYPE PROBLEMS	United States			
SKU Based Contract Management in an Electronic Procurement System	United States	NA (14/307,485)	NA (17-Jun-2014)	SCIQUEST, INC.
Identifying and Resolving Discrepancies Between Purchase Documents and Invoices	United	NA	NA	SCIQUEST,
	States	(14/248,325)	(8-Apr-2014)	INC.
Direct output method for targeting negotiation opportunities	United	NA	NA	SCIQUEST,
	States	(10/400,246)	(27-Mar-2003)	INC.
Allocation based method for targeting negotiation opportunities	United	NA	NA	SCIQUEST,
	States	(10/400,285)	(27-Mar-2003)	INC.
System for and method of expressive sequential auctions in a dynamic environment on a network	United	NA	NA	SCIQUEST,
	States	(11/396,410)	(31-Mar-2006)	INC.
Optimal selection of communications common carrier plans	United	NA	NA	SCIQUEST,
	States	(11/805,087)	(22-May-2007)	INC.
System for and method of expressive auctions of user events	United	NA	NA	SCIQUEST,
	States	(11/881,737)	(27-Jul-2007)	INC.
SYSTEM AND METHOD FOR PAYMENT RECONCILIATION AGAINST EXPRESSIVE CONTRACTS	United States	NA (13/944,932)	NA (18-Jul-2013)	SCIQUEST, INC.
Automated Channel Abstraction for Advertising Auctions	United	NA	NA	SCIQUEST,
	States	(13/949,472)	(24-Jul-2013)	INC.

#92349090v4

**RECORDED: 08/14/2019**